

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF REDEVELOPER
BUILDING #79 AT THE CHARLESTOWN NAVY YARD
IN THE CHARLESTOWN URBAN RENEWAL AREA
PROJECT NO. MASS. R-55

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion, or national origin; and

WHEREAS, Boston Harbor Investment Group Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Building #79 at the Charlestown Navy Yard in the Charlestown Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Boston Harbor Investment Group, Inc. be and hereby is tentatively designated as Redeveloper of Building #79 in the Charlestown Urban Renewal Area subject to:

- (a) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the Housing Acts of 1949, as amended;
- (b) Submission by the Redeveloper to the Authority within ten (10) days of a letter in which:
 - (i) The Redeveloper agrees to begin substantial exterior and interior construction on or before July 10, 1986 for clean out purposes and to make the building weather-tight;

(ii) That the Redeveloper and the Authority agree to use their best efforts to execute a long term lease in a form satisfactory to the Authority by May 10, 1987, further, the Redevelopers agree by this letter of intent to negotiate in good faith a Lease Commencement Agreement and a Payment in Lieu of Taxes Agreement in a form satisfactory to the Authority by August 1, 1986 and furthermore that the Director is authorized to execute said Agreement. Said payments shall commence August 1, 1986. This minimum payment will continue and be incorporated in the form of the final lease. It is understood by the Redeveloper that the lease shall contain other provisions regarding the rental in addition to the payment of taxes incorporated in the letter of intent.

(iii) The redeveloper agrees to submission within 270 days in a form satisfactory to the Authority of:

- (a) Evidence of the availability of necessary equity funds, as needed; and
- (b) Evidence of firm financial commitments from banks or other lending institutions; and
- (c) Final Working Drawings and Specifications; and
- (d) Proposed development and rental schedule.

2. That the leasing of Building #79 is the appropriate method of making the land available for redevelopment.

3. That the Director is authorized to execute a license with the developer to enter upon this Authority owned property in the Charlestown Navy Yard as the Director determines proper for immediate clean out and making the building weather tight prior to the execution of a formal lease agreement. Said license to include a "Hold Harmless" identification of the Authority and such other condition as the Director deems proper and in the best interest of the Authority.

4. That is the firm intent of the Authority to revoke this designation if the above referred to conditions are not complied with.

5. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended,

including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

X/Temp4

1. The Redeveloper's Statement for Public Disclosure shall be filed with the Redeveloper's Statement for Public Disclosure and shall be made available to the public upon request.

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14. The Redeveloper's Statement for Public Disclosure shall be filed with the Redeveloper's Statement for Public Disclosure and shall be made available to the public upon request.

BUILDING # 79 CHARLESTOWN NAVY YARD LEASE COMMENCEMENT AGREEMENT SUMMARY

Within 30 days of Tentative Designation, the designated developer and the Boston Redevelopment Authority (BRA) will enter into a Lease Commencement Agreement containing the conditions of Final Designation. The Lease Commencement Agreement will be based on the terms and conditions specified below, which will become effective upon Final Designation.

PROPERTY: Building #79 at the Charlestown Navy Yard, as designated by Lessor

LESSOR: Boston Redevelopment Authority

LESSEE: Boston Harbor Investment Group

TERM: 65 years

RENEWAL: None

FINAL DESIGNATION: Not more than 270 days from the execution of the Lease Commencement Agreement, subject to extension by mutual agreement of Lessor and Lessee.

LEASE COMMENCEMENT DATE: Simultaneous with Final Designation.

RENT:

- A. Option Payment: \$.15 per GSF per month, to increase by \$.15/GSF per month at each 3 month interval, will commence one month from Lease Commencement Date and will continue until the start of construction.
- B. Base Rent During Construction: 50 percent of the operational period Base Rent, or \$.50 per GSF per annum payable monthly in advance, will commence at the start of construction and will continue until the receipt of a certificate of occupancy.
- C. Base Rent: \$1.00 per GSF per annum payable monthly in advance, will commence one month after receipt of a certificate of occupancy.
- D. Additional Consideration: 5% of initial gross sales proceeds on residential condominium units and thereafter 2% of gross sales proceeds on all resales. During the term of the lease.

MAINTENANCE \$.05 per GSF of the improvements to the Property per annum will commence upon execution of the lease commencement Agreement and thereafter is subject to an escalation formula for the remainder of the lease. All redevelopers within the Historic Monument Area of the Charlestown Navy Yard will be required to contribute this amount to maintain the public areas therein.

SECURITY FEE: \$.05 per GSF of the improvements to the Property per annum will commence upon execution of the lease Commencement Agreement and thereafter is subject to an escalation formula for the remainder of the lease. All redevelopers within the Historic Monument Area of the Charlestown Navy Yard will be required to contribute this amount for building security in the Navy Yard.

CHARLESTOWN NEIGHBORHOOD CONTRIBUTION: \$1.00 per GSF of the improvements to the property per annum will commence one month after receipt of a certificate of occupancy and thereafter is subject to an escalation formula for the remainder of the lease. All redevelopers within the Historic Monument Area of the Charlestown Navy Yard will be required to contribute this amount for building security in the Navy Yard.

DESIGN GUIDELINES REVIEW: A. Lessee must adhere to the Design Guidelines issued for this building. (attached).
B. Lessee must adhere to BRA Design Review Procedures (attached).
C. Lessee must adhere to the BRA Harbor Park Plan.
D. Lessee acknowledges Design Review Procedures will encompass BRA approval of both exterior and interior building design.

SUBORDINATION: Lessor's fee interest in the Property will not be subordinated. Lessor's additional consideration will not be subordinated.

FINANCING: Any initial permanent financing may not exceed certified total project costs.

REFINANCING: Lessor will receive as Additional Rent 15% of net refinancing proceeds upon refinancing.

SALE: Lessor will receive as Additional Rent 15% of net sales proceeds upon sale.

ALIENATION: Lessee may not dispose of its interest in the project for five years after issuance of a final certificate of occupancy. Thereafter, Lessee may not dispose of its interest in the project without the written consent of Lessor, such consent not to be unreasonably withheld.

ESTOPPEL
CERTIFICATE: Lessor agrees to provide any lender that notifies the Lessor of its mortgage interest with an Estoppel Certificate granting such lender notice of default and right to cure as may reasonably be required.

CONSTRUCTION
OF
IMPROVEMENTS: Lessee must make improvements on the Property in accordance with plans and specifications approved by Lessor as part of Lessee's Final Designation within 18 months of such Designation.

BOOKS AND
RECORDS: Lessee must provide Lessor with a statement of project costs computed in accordance with the Land Lease, certified by a CPA, and approved by the Lessor, within 120 days of issuance of a final certificate of occupancy. Lessor will use industry standards as a guide to Lessor's approval.

In addition to the reports required for the Percentage Rent calculation, Lessee must provide Lessor with a statement of operation certified by a CPA, and approved by the Lessor, within 90 days of the close of each fiscal year. Lessor will use industry standards as a guide to Lessor's approval.

AFFIRMATIVE
ACTION: Lessee must comply with the Mayor's Executive Order concerning Affirmative Action goals for construction employment, permanent employment and minority business contracting. The Lessor will assist the Lessee in meeting these goals.

REAL ESTATE
TAXES: The Property will be fully taxable by the Assessor of the City of Boston at applicable rates upon execution of the Lease Commencement Agreement.

LIABILITY: Lessor and the City of Boston will not incur any expenses in the development of the Property. The Property will be leased in an "as is" condition. Lessee will pay for the cost of any utility relocation not paid by any utility company.

PLEASE NOTE: THERE IS NO PAGE 4.

PART I

HUD-6064
(9-89)

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Boston Harbor Investment Group, Inc.
b. Address and ZIP Code of Redeveloper: 160 Neponset Avenue, Dorchester,
MA. 02122
c. IRS Number of Redeveloper: 044-42-6713 Wynne
032-42-9766 Minahan
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

is Historic Monument Transfer Area

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts,
is described as follows²

Building #79

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Massachusetts

- ☒ A corporation.
- ☐ A nonprofit or charitable institution or corporation.
- ☐ A partnership known as
- ☐ A business association or a joint venture known as
- ☐ A Federal, State, or local government or instrumentality thereof.
- ☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization
May, 1986

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

<u>NAME, ADDRESS, AND ZIP CODE</u>	<u>POSITION TITLE (If any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
Mr. Donald Wynne 160 Neponset Avenue Dorchester, MA 02122	President 50%
Mr. Alfred A. Minahan 9 Western Avenue Wakefield, MA 01880	Vice-President 50%

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5, who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper).

<u>NAME, ADDRESS, AND ZIP CODE</u>	<u>DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
------------------------------------	--

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

a. Total cost of any residential redevelopment	\$ 2,235,928.
b. Cost per dwelling unit of any residential redevelopment	\$ 149,061.87
c. Total cost of any residential rehabilitation	\$ 951,600.
d. Cost per dwelling unit of any residential rehabilitation	\$ 63,440.

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE MONTHLY RENTAL</u>	<u>ESTIMATED AVERAGE SALE PRICE</u>
6 Units Approximately 900 sq. ft.		\$180,000.
9 Units Approximately 1100 sq. ft.		220,000.

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

N/A

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices: Refrigerators, washing machines and air conditioners will be included.

CERTIFICATIONI (We) Donald WynneAlfred Minahancertify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²Dated: June 11, 1986Dated: June 11, 1986Donald Wynne
SignatureAlfred Minahan
Signature
Vice PresidentPresident

Title

Vice-President

Title

160 Neponset Avenue, Dorchester, MA
Address and ZIP Code 021229 Western Avenue, Wakefield, MA 0188
Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individuals. If a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certifications: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, known to be false, in connection with a matter within the jurisdiction of any Department of the United States.

PART II

HUD-6034
(9-77)

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 5b is Answered "Yes.")

1. a. Name of Redeveloper: Boston Harbor Investment Group, Inc.
- b. Address and ZIP Code of Redeveloper: 160 Neponset Avenue, Dorchester, MA 02122
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

is Historic Transfer Area

(Name of Urban Renewal or Redevelopment Project Area)

is in the City of Boston, State of Massachusetts

is described as follows:

Building #79

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☒ NO
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and each other corporation or firm.
4. a. The financial condition of the Redeveloper, as of June 12, 1986, is as reflected in the attached financial statement.
(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)
b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:
5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land: Redeveloper plans to finance this project through Mutual Bank and is presently negotiating an equity-based agreement.

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In bank:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT
\$

See Attached Sheets

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF LOANER

AMOUNT
\$

See Attached Sheets

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE
\$

MORTGAGES OR LIENS
\$

See Attached Sheets

7. Names and addresses of bank references:

Mutual Bank, Franklin Street, Boston, MA.

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

Mr. Edward Callan Partner, Project Coordinator,
Edward Callan Interests Edgewater Office Park
299 Edgewater Drive
Wakefield, MA 01880

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

N/A

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

N/A

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☒ NO

If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT

3

DATE TO BE
COMPLETED

a. Outstanding construction-contract bids of each contractor or builder:

HUC-4004
(7-47)

AWARDING AGENCY

AMOUNT

DATE OPENED

3

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to each contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor.

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We), Donald Wynne

Alfred Minahan

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated: June 11, 1986

Dated: June 11, 1986

Donald Wynne
President

Title

Alfred Minahan
Vice-President

Title

160 Neponset Avenue, Dorchester, MA

Address and ZIP Code

02122

9 Western Avenue, Wakefield, MA 01880

Address and ZIP Code

1. If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.
2. Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

Alfred A. Minahan
9 Western Avenue
Wakefield, Massachusetts 01880

Statement of Financial Condition

June 12, 1986

Assets:

Wakefield Savings Bank:

Savings Account	\$2,109.00
Checking Account	\$700.00

<u>E. F. Hutton</u>	\$20,500.00
(Money market funds/stock)	

TOTAL

\$23,309.00

Donald J. Wynne
160 Neponset Avenue
Dorchester, Massachusetts 02122

Statement of Financial Condition

June 12, 1986

Assets:

Mutual Bank:

Savings Account \$6,000.00

Checking Account \$1,600.00

TOTAL: \$7,600.00

Liabilities:

Olympic Bank:

Mortgage \$82,000.00
(Appraised value \$165,000.00)

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR
JOHN LEIGH, HARBORPARK DIRECTOR
WILLIAM WHITNEY, DEPUTY ASSISTANT DIRECTOR
JAMES F. ENGLISH, PROJECT COORDINATOR

SUBJECT: CHARLESTOWN NAVY YARD, TENTATIVE DESIGNATION OF REDEVELOPER,
BUILDING 79

In response to a notice in the Central Register of April 30, 1985, the Boston Harbor Investment Group has submitted a proposal for the rehabilitation of Building #79 at the Charlestown Navy Yard. Building #79 is a 19,048 sq. ft. building located next to the Gate 5 entrance to the Navy Yard. The building, which was formerly the Galvinizing Building, is located in the Historic Monument Area of the Navy Yard. In furtherance of the Authority's desire to produce housing in this area of the Navy Yard it is now requested that Boston Harbor Investment Group be granted Tentative Designation as redeveloper of Building #79.

The developer will be responsible for the restoration and renovation of the exterior of the building in accordance with the Authority's Rehabilitation Guidelines. The developer will be required to renovate the building's interior in accordance with plans submitted to the Authority.

The estimated total development cost of this project is \$1,820,000. The developer projects the expenditure of approximately \$65.00/g.s.f. for building rehabilitation and an estimated \$85.00/g.s.f. for the construction of approximately 4,400 g.s.f. of new floor area within the Building #79 envelope. In addition, the expenditure of \$100,000 for improvement to the Gate 5 pedestrian access way and other site improvements adjacent to the building is proposed. The developer plans to build 15 condominium units and projects sales proceeds of approximately \$158,000 and \$189,000 for one and two bedroom units, respectively. This \$180/g.s.f. average is a tenable assumption.

The developer has agreed to terms and conditions which are very favorable to the Authority. The development entity will pay base rent equivalent to \$1.00/g.s.f. of completed construction. In addition, the developer will pay \$.05/g.s.f. to the Common Area Maintenance Fund annually, \$.05/g.s.f. for security annually and will make a one time payment of \$1.00/g.s.f. to support worthwhile social and neighborhood activities in the Charlestown community.

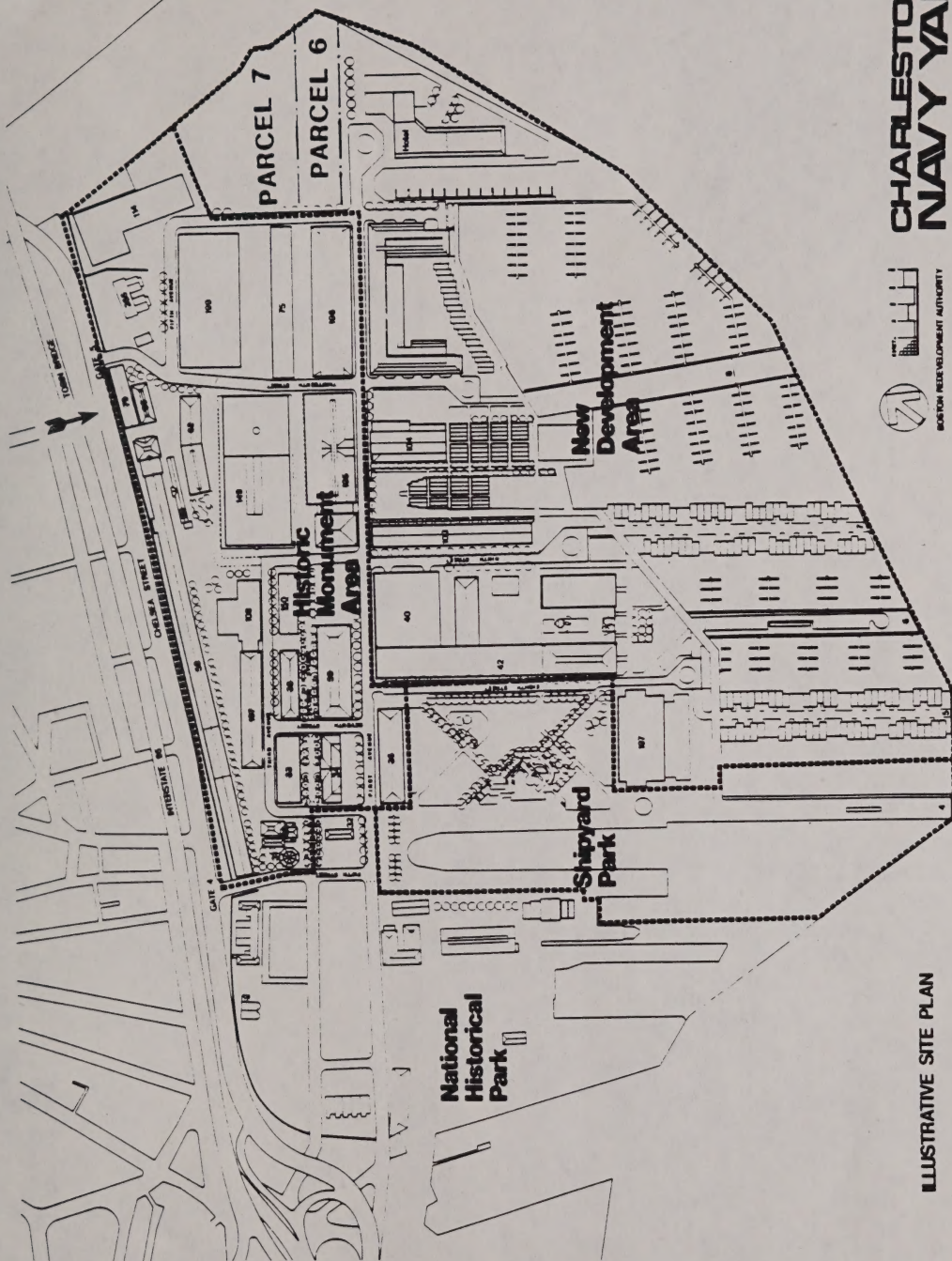
In addition, the developer will pay to the Authority 5% of the gross sales price of the condominiums and the Authority will receive an additional 2% of the future gross sales proceeds of any subsequent resales. These requirements will be incorporated in the lease for the property and in the Master Condominium Deed to ensure future compliance with these terms.

Boston Harbor Investment Group expects to receive financing from Mutual Bank. Heavey, Houlihan and Wynne, P.C. will provide legal services. Architectural services will be provided by CSS Architects. CSS will engage the services of Aberjonn Engineering, Inc. to provide engineering services for the project and R.W. Granger and Sons, Inc. is the general contractor for the proposal.

As both the developer and the Authority are desirous of beginning this project as soon as possible, it is further recommended that the Director be authorized to execute an Early Entry Agreement with the developer similar to those executed in the past and a Lease Commencement Agreement in accordance with the terms and conditions outlined in the attached summary.

It is recommended therefore that Boston Harbor Investment Group be given Tentative Designation of Building #79 in the Charlestown Navy Yard. An appropriate resolution is attached.

BUILDING #79



CHARLESTOWN
NAVY YARD

ILLUSTRATIVE SITE PLAN